



BancBoston Leasing

3-260A002

September 16, 1993

The Honorable Noretta R. McGee
Secretary

Interstate Commerce Commission

12th Street and Constitution Avenue, N.W.
Washington, DC 20423

SEP 17 1993 9:50 AM
INTERSTATE COMMERCE COMMISSION

RECEIVED
OFFICE OF THE
SECRETARY
SEP 17 9 43 AM '93
LICENSING BRANCH

Dear Ms. McGee:

We have enclosed an original and one certified copy of the secondary document described below to be recorded pursuant to Section 11303 of Title 49 of the United States Code. This original document consists of:

Exhibit A - Equipment Schedule No. 4, 5, 8, 10, 12 and 14

Exhibit B - Certificate of Acceptance No. 4, 5, 8, 10, 12 and 14

Exhibit A (to Master Lease Agreement applicable to Schedule No. 4, 5, 8, 10, 12 and 14) -
Stipulated Loss Values

The primary document was recorded on December 11, 1992 at 3:20 PM, Recordation No. 18040.

A fee of \$16.00 is enclosed. Please return the original document after recordation to BancBoston Leasing Inc., 100 Federal Street, Boston, Massachusetts 02110.

Very truly yours,

BancBoston Leasing Inc.

By James D. Tighe
James D. Tighe
Vice President

Enclosures

JDT:dlp

P.S. If you have any questions, please call me at 617-434-8388.

Interstate Commerce Commission
Washington, D.C. 20423

9/20/93

OFFICE OF THE SECRETARY

James D. Tighe
Vice President
BancBoston Leasing Inc
100 Federal Street
Boston, MA. 02110

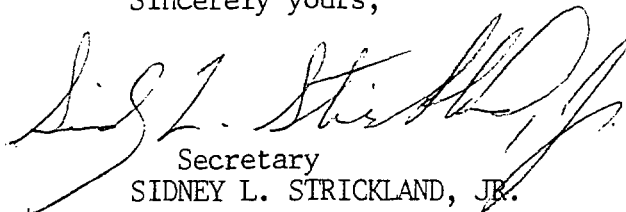
Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,

on 9/17/93 at 9:50am, and assigned
recordation number(s). 18040-I

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

2 M. K.



BancBoston Leasing

SEP 17 1993 -9 50 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO EQUIPMENT SCHEDULE NUMBER 4
PARTIAL RELEASE OF EQUIPMENT
EFFECTIVE 9-1-93

To have Schedule No. 4 properly reflect the deletion of one 4600 cubic foot capacity covered hopper railcar whose identification number is SIRX460135, we are correcting the equipment cost from \$881,500.00 to \$872,000.00 and the monthly rent from \$12,649.53 to \$12,513.21. All of the other terms and conditions of the lease and Schedule remain unchanged.

BancBoston Leasing Inc.

By: 

James D. Tighe

Title: Vice President

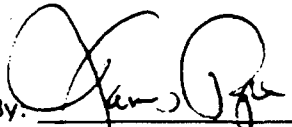


BancBoston Leasing

AMENDMENT TO EQUIPMENT SCHEDULE NUMBER 4
PARTIAL RELEASE OF EQUIPMENT
EFFECTIVE 5-1-93

To have Schedule No. 4 properly reflect the deletion of one 4600 cubic foot capacity covered hopper railcar whose identification number is SIRX460020, we are correcting the equipment cost from \$891,000.00 to \$881,500.00 and the monthly rent from \$ 12,785.85 to \$12,649.53. All of the other terms and conditions of the lease and Schedule remain unchanged.

BancBoston Leasing Inc.

By: 
James D. Tighe
Title: Vice President

**BancBoston Leasing**

a BANK OF BOSTON company

EXHIBIT A**EQUIPMENT SCHEDULE NO. 4**

This Equipment Schedule No. 4 is hereby made a part of the MASTER LEASE AGREEMENT dated as of November 17, 1992 between BancBoston Leasing Inc., as Lessor, and Helm Financial Corporation, as Lessee.

1. EQUIPMENT DESCRIPTION (including quantity, model/feature, identification and/or serial number):

- (21) 4000 cubic foot capacity covered hopper railcars
(75) 4600 cubic foot capacity (or greater) covered hopper railcars.

See attached Exhibit A for car number detail

2. ACQUISITION COST: \$891,000.00

3. LEASE TERM: 84 months

4. MONTHLY RENT: \$12,785.85 ☒ in advance ☐ in arrears

5. RECOVERY PERIOD: 7 Years

6. INSTALLATION SITE: 120 West Market Street

Address			
<u>Troy</u>	<u>Madison</u>	<u>Illinois</u>	<u>62294</u>
City	County	State	Zip Code

LESSOR:

BancBoston Leasing Inc.

By [Signature]Title Vice President**LESSEE:**

Helm Financial Corporation

By [Signature]Title CEO and Asst Secy.

**BancBoston Leasing**

a BANK OF BOSTON company

EXHIBIT A**STIPULATED LOSS VALUES**

With reference to the Rider No 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 4, Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

**STIPULATED LOSS
PAYMENT DATE****PERCENTAGE**

01-Jan-93	104.2226
01-Feb-93	103.4465
01-Mar-93	102.6611
01-Apr-93	101.8656
01-May-93	101.0643
01-Jun-93	100.2530
01-Jul-93	99.4358
01-Aug-93	98.6128
01-Sep-93	97.7797
01-Oct-93	96.9407
01-Nov-93	96.0958
01-Dec-93	95.2408
01-Jan-94	94.3799
01-Feb-94	93.5131
01-Mar-94	92.6385
01-Apr-94	91.7578
01-May-94	90.8711
01-Jun-94	89.9784
01-Jul-94	89.0797
01-Aug-94	88.1751
01-Sep-94	87.2643
01-Oct-94	86.3477
01-Nov-94	85.4250
01-Dec-94	84.4963
01-Jan-95	83.5617
01-Feb-95	82.6211
01-Mar-95	81.6746
01-Apr-95	80.7248
01-May-95	79.7690
01-Jun-95	78.8101

**STIPULATED LOSS
PAYMENT DATE****PERCENTAGE**

01-Jul-95	77.8453
01-Aug-95	76.8747
01-Sep-95	75.9008
01-Oct-95	74.9211
01-Nov-95	73.9355
01-Dec-95	72.9468
01-Jan-96	71.9523
01-Feb-96	70.9520
01-Mar-96	69.9471
01-Apr-96	68.9411
01-May-96	67.9294
01-Jun-96	66.9167
01-Jul-96	65.8983
01-Aug-96	64.8742
01-Sep-96	63.8492
01-Oct-96	62.8185
01-Nov-96	61.7822
01-Dec-96	60.7451
01-Jan-97	59.7023
01-Feb-97	58.6541
01-Mar-97	57.6024
01-Apr-97	56.5500
01-May-97	55.4921
01-Jun-97	54.4335
01-Jul-97	53.3696
01-Aug-97	52.3002
01-Sep-97	51.2303
01-Oct-97	50.1551
01-Nov-97	49.0747
01-Dec-97	47.9937

BancBoston Leasing Inc.

By: Title: 

Helm Financial Corporation

By: Title: 



BancBoston Leasing

a BANK OF BOSTON company

EXHIBIT A

STIPULATED LOSS VALUES

With reference to the Rider No 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 4, Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

<u>STIPULATED LOSS</u> <u>PAYMENT DATE</u>	<u>PERCENTAGE</u>	<u>STIPULATED LOSS</u> <u>PAYMENT DATE</u>	<u>PERCENTAGE</u>
01-Jan-98	46.9076		
01-Feb-98	45.8163		
01-Mar-98	44.7221		
01-Apr-98	43.6275		
01-May-98	42.5279		
01-Jun-98	41.4280		
01-Jul-98	40.3232		
01-Aug-98	39.2135		
01-Sep-98	38.1038		
01-Oct-98	36.9893		
01-Nov-98	35.8700		
01-Dec-98	34.7507		
01-Jan-99	33.6269		
01-Feb-99	32.4984		
01-Mar-99	31.3676		
01-Apr-99	30.2395		
01-May-99	29.1071		
01-Jun-99	27.9777		
01-Jul-99	26.8440		
01-Aug-99	25.7060		
01-Sep-99	24.5713		
01-Oct-99	23.4325		
01-Nov-99	22.3061		
01-Dec-99	21.1503		
01-Jan-2000	20.0000		

BancBoston Leasing Inc.

By: 

Title: 

Helm Financial Corporation

By: 

Title: CFO and Asst Secy

EXHIBIT A
Schedule #4

SIRX400016	SIRX460108	SIRX460167
SIRX400018	SIRX460109	SIRX470159
SIRX400019	SIRX460111	SIRX470160
SIRX400021	SIRX460112	SIRX470094
SIRX400023	SIRX460114	SIRX470097
SIRX400030	SIRX460115	
SIRX400031	SIRX460116	
SIRX400032	SIRX460117	
SIRX400033	SIRX460118	
SIRX400034	SIRX460120	
SIRX400035	SIRX460124	
SIRX400036	SIRX460125	
SIRX400037	SIRX460126	
SIRX400038	SIRX460127	
SIRX400039	SIRX460129	
SIRX400040	SIRX460130	
SIRX400041	SIRX460132	
SIRX400042	SIRX460133	
SIRX400043	SIRX460134	
SIRX400044	SIRX460135	
SIRX400062	SIRX460136	
SIRX460020	SIRX460137	
SIRX460021	SIRX460138	
SIRX460022	SIRX460140	
SIRX460023	SIRX460141	
SIRX460024	SIRX460142	
SIRX460025	SIRX460143	
SIRX460026	SIRX460145	
SIRX460027	SIRX460146	
SIRX460028	SIRX460147	
SIRX460029	SIRX460148	
SIRX460030	SIRX460151	
SIRX460031	SIRX460152	
SIRX460032	SIRX460153	
SIRX460033	SIRX460154	
SIRX460034	SIRX460156	
SIRX460098	SIRX460157	
SIRX460099	SIRX460158	
SIRX460101	SIRX460159	
SIRX460102	SIRX460160	
SIRX460103	SIRX460161	
SIRX460104	SIRX460162	
SIRX460105	SIRX460163	
SIRX460106	SIRX460164	
SIRX460107	SIRX460165	
	SIRX460166	

Helm Financial Corporation

By: John F. Davis

BancBoston Leasing Inc.

By: [Signature]



BancBoston Leasing

a BANK OF BOSTON company

EXHIBIT B

CERTIFICATE OF ACCEPTANCE

To: BancBoston Leasing Inc.
100 Federal Street
Boston, Massachusetts 02110

Pursuant to the MASTER LEASE AGREEMENT dated as of November 17, 19 92 (the "Lease Agreement") between BancBoston Leasing Inc. (the "Lessor") and the undersigned (the "Lessee"), the equipment described on Equipment Schedule No. 4 (the "Equipment") has been delivered to the location set forth in such Equipment Schedule, has been tested and inspected by Lessee, and has been found to be in good repair and working order.

The Equipment has been accepted and placed in service by Lessee for all purposes under the Lease Agreement on December 31, 19 92 (the "Commencement Date").

Lessee represents, warrants and covenants that: (a) as of the Commencement Date, all representations set forth in Section 18 of the Lease Agreement apply to the Equipment accepted hereunder; (b) in the event of a sale and leaseback of the Equipment, neither Lessee nor any member of its Affiliated Group as defined in the Lease Agreement has made or will make any election under the Internal Revenue Code of 1986, as amended (the "Code") affecting the depreciation of the Equipment or of any class of property which would apply to the Equipment after the sale of the Equipment to Lessor by Lessee; (c) in the event of a sale and leaseback of the Equipment, the Equipment will not constitute property placed in service in a churning transaction within the meaning of Section 168(f)(5) of the Code; (d) neither Lessee nor any member of its Affiliated Group filing a consolidated Federal income tax return will take any deduction for recovery of the cost of the Equipment; (e) the Equipment has been placed in service under the Lease Agreement on the Commencement Date; and (f) neither Lessee nor any member of its Affiliated Group has any investment in the cost of the Equipment.

The execution of this Certificate of Acceptance by Lessee shall not be construed, in any way, to release or to waive the obligations of any manufacturer or supplier for any warranties with respect to the Equipment.

This Certificate of Acceptance applicable to Equipment Schedule No. 4 shall constitute a part of the Lease Agreement.

IN WITNESS WHEREOF Lessee, by its duly authorized officer or agent, has executed and delivered this Certificate of Acceptance which is intended to take effect as a sealed instrument.

Helm Financial Corporation

By *John T. Harris*
Title *CFO and Asst. Secy*

**BancBoston Leasing**

a BANK OF BOSTON company

EXHIBIT A**EQUIPMENT SCHEDULE NO. 5**

This Equipment Schedule No. 5 is hereby made a part of the MASTER LEASE AGREEMENT dated as of November 17, 1992 between BancBoston Leasing Inc., as Lessor, and Helm Financial Corporation, as Lessee.

1. EQUIPMENT DESCRIPTION (including quantity, model/feature, identification and/or serial number):**Refurbishing for railcars:**

- (10) 4000 cubic foot capacity covered hopper railcars
(23) 4600 cubic foot capacity (or greater) covered hopper

See attached Exhibit A for car number detail

For purpose of Section 13 of Master Lease Agreement dated November 17, 1992 it is the intention of both Lessor and Lessee that Equipment Schedule #4 and Equipment Schedule #5 are to be defined as one Equipment Schedule.

2. ACQUISITION COST: \$120,695.33

3. LEASE TERM: 83 months

4. MONTHLY RENT: \$1,744.05 ☒ in advance/☐ in arrears

5. RECOVERY PERIOD: 7 Years

6. INSTALLATION SITE: 120 West Market Street

Address			
<u>Troy</u>	<u>Madison</u>	<u>Illinois</u>	<u>62294</u>
City	County	State	Zip Code

LESSOR:

BancBoston Leasing Inc.

By [Signature]Title Vice President**LESSEE:**

Helm Financial Corporation

By [Signature]Title CEO and Asst. Secretary

Exhibit A
Schedule #5

- (10) 4000 cubic foot capacity covered hopper railcars
(23) 4600 cubic foot capacity (or greater) covered hopper railcars

SIRX400033
SIRX400036
SIRX400038
SIRX400040
SIRX400034
SIRX400039
SIRX400030
SIRX400032
SIRX400035
SIRX400043

SIRX460146
SIRX460138
SIRX460112
SIRX460125
SIRX460132

SIRX460153
SIRX460158
SIRX460151
SIRX460154
SIRX460152
SIRX460156
SIRX460157
SIRX470159
SIRX460159
SIRX460162
SIRX460163
SIRX460164
SIRX460165
SIRX470160
SIRX460166
SIRX460160
SIRX460167
SIRX460161

Helm Financial Corporation

By: 

BancBoston Leasing Inc.

By: 



BancBoston Leasing

A BANK OF BOSTON company

EXHIBIT A

STIPULATED LOSS VALUES

With reference to the Rider No 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 5 Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

STIPULATED LOSS PAYMENT DATE	PERCENTAGE	STIPULATED LOSS PAYMENT DATE	PERCENTAGE
01-Feb-93	103.6450	01-Aug-95	77.0339
01-Mar-93	102.8395	01-Sep-95	76.0549
01-Apr-93	102.0295	01-Oct-95	75.0707
01-May-93	101.2141	01-Nov-95	74.0812
01-Jun-93	100.3943	01-Dec-95	73.0864
01-Jul-93	99.5690	01-Jan-96	72.0863
01-Aug-93	98.7384	01-Feb-96	71.0811
01-Sep-93	97.9033	01-Mar-96	70.0706
01-Oct-93	97.0628	01-Apr-96	69.0575
01-Nov-93	96.2170	01-May-96	68.0392
01-Dec-93	95.3667	01-Jun-96	67.0183
01-Jan-94	94.5110	01-Jul-96	65.9924
01-Feb-94	93.6499	01-Aug-96	64.9613
01-Mar-94	92.7839	01-Sep-96	63.9277
01-Apr-94	91.9088	01-Oct-96	62.8891
01-May-94	91.0284	01-Nov-96	61.8455
01-Jun-94	90.1388	01-Dec-96	60.7994
01-Jul-94	89.2439	01-Jan-97	59.7484
01-Aug-94	88.3436	01-Feb-97	58.6924
01-Sep-94	87.4342	01-Mar-97	57.6327
01-Oct-94	86.5195	01-Apr-97	56.5725
01-Nov-94	85.5994	01-May-97	55.5075
01-Dec-94	84.6702	01-Jun-97	54.4421
01-Jan-95	83.7356	01-Jul-97	53.3719
01-Feb-95	82.7957	01-Aug-97	52.2970
01-Mar-95	81.8488	01-Sep-97	51.2219
01-Apr-95	80.8965	01-Oct-97	50.1421
01-May-95	79.9389	01-Nov-97	49.0576
01-Jun-95	78.9759	01-Dec-97	47.9731
01-Jul-95	78.0075	01-Jan-98	46.8840

BancBoston Leasing, Inc.

By: [Signature]

Title: [Signature]

Helm Financial Corporation

By: [Signature]

Title: CFO and Asst. Secretary

**BancBoston Leasing**

A BANK OF BOSTON COMPANY

EXHIBIT A**STIPULATED LOSS VALUES**

With reference to the Rider No. 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 5, Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

**STIPULATED LOSS
PAYMENT DATE****PERCENTAGE****STIPULATED LOSS
PAYMENT DATE****PERCENTAGE**

01-Feb-98	45.7904
01-Mar-98	44.6943
01-Apr-98	43.5982
01-May-98	42.4978
01-Jun-98	41.3975
01-Jul-98	40.2930
01-Aug-98	39.1842
01-Sep-98	38.0757
01-Oct-98	36.9632
01-Nov-98	35.8466
01-Dec-98	34.7304
01-Jan-99	33.6103
01-Feb-99	32.4863
01-Mar-99	31.3605
01-Apr-99	30.2354
01-May-99	29.1065
01-Jun-99	27.9785
01-Jul-99	26.8469
01-Aug-99	25.7119
01-Sep-99	24.5779
01-Oct-99	23.4405
01-Nov-99	22.2998
01-Dec-99	21.1604
01-Jan-2000	20.0000

BancBoston Leasing

By: James J. [Signature]Title: Vice PresidentHelm Financial CorporationBy: John TabaresTitle: CEO and Asst Secretary



BancBoston Leasing

a BANK OF BOSTON company

EXHIBIT B

CERTIFICATE OF ACCEPTANCE

To: BancBoston Leasing Inc.
100 Federal Street
Boston, Massachusetts 02110

Pursuant to the MASTER LEASE AGREEMENT dated as of November 17, 1992 (the "Lease Agreement") between BancBoston Leasing Inc. (the "Lessor") and the undersigned (the "Lessee"), the equipment described on Equipment Schedule No. 5 (the "Equipment") has been delivered to the location set forth in such Equipment Schedule, has been tested and inspected by Lessee, and has been found to be in good repair and working order.

The Equipment has been accepted and placed in service by Lessee for all purposes under the Lease Agreement on February 1, 1993 (the "Commencement Date").

Lessee represents, warrants and covenants that: (a) as of the Commencement Date, all representations set forth in Section 18 of the Lease Agreement apply to the Equipment accepted hereunder; (b) in the event of a sale and leaseback of the Equipment, neither Lessee nor any member of its Affiliated Group as defined in the Lease Agreement has made or will make any election under the Internal Revenue Code of 1986, as amended (the "Code") affecting the depreciation of the Equipment or of any class of property which would apply to the Equipment after the sale of the Equipment to Lessor by Lessee; (c) in the event of a sale and leaseback of the Equipment, the Equipment will not constitute property placed in service in a churning transaction within the meaning of Section 168(f)(5) of the Code; (d) neither Lessee nor any member of its Affiliated Group filing a consolidated Federal income tax return will take any deduction for recovery of the cost of the Equipment; (e) the Equipment has been placed in service under the Lease Agreement on the Commencement Date; and (f) neither Lessee nor any member of its Affiliated Group has any investment in the cost of the Equipment.

The execution of this Certificate of Acceptance by Lessee shall not be construed, in any way, to release or to waive the obligations of any manufacturer or supplier for any warranties with respect to the Equipment.

This Certificate of Acceptance applicable to Equipment Schedule No. 5 shall constitute a part of the Lease Agreement.

IN WITNESS WHEREOF Lessee, by its duly authorized officer or agent, has executed and delivered this Certificate of Acceptance which is intended to take effect as a sealed instrument.

Helm Financial Corporation

By

John J. Davis

Title

CEO and Asst Secretary

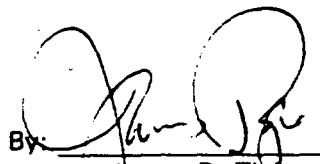


BancBoston Leasing

AMENDMENT TO EQUIPMENT SCHEDULE NUMBER 8
PARTIAL RELEASE OF EQUIPMENT
EFFECTIVE 5-1-93

To have Schedule No. 8 properly reflect the deletion of one 4600 cubic foot capacity covered hopper railcar whose identification number is SIRX460020, we are correcting the equipment cost from \$155,165.59 to \$153,532.58 and the monthly rent from \$ 2,260.76 to \$2,236.97. All of the other terms and conditions of the lease and Schedule remain unchanged.

BancBoston Leasing Inc.

By: 
James D. Tighe
Title: Vice President

**BancBoston Leasing**

a BANK OF BOSTON company

EXHIBIT A**EQUIPMENT SCHEDULE NO. 8**

This Equipment Schedule No. 8 is hereby made a part of the MASTER LEASE AGREEMENT dated as of November 17, 1992 between BancBoston Leasing Inc., as Lessor, and Helm Financial Corporation, as Lessee.

1. EQUIPMENT DESCRIPTION (including quantity, model/feature, identification and/or serial number):Refurbishing for railcars:

(3) 4000 cubic foot capacity covered hopper railcars

(32) 4600 cubic foot capacity (or greater) covered hopper railcars

See attached Exhibit A for car number detail

For purpose of Section 13 of Master Lease Agreement dated November 17, 1992 it is the intention of both Lessor and Lessee that Equipment Schedule #4 and Equipment Schedule #8 are to be defined as one Equipment Schedule.

2. ACQUISITION COST: \$155,165.59**3. LEASE TERM:** 81 months**4. MONTHLY RENT:** \$2,260.76 ☒ in advance ☐ in arrears**5. RECOVERY PERIOD:** 7 Years**6. INSTALLATION SITE:** 120 West Market Street
Address

<u>Troy</u>	<u>Madison</u>	<u>Illinois</u>	<u>62294</u>
City	County	State	Zip Code

LESSOR:

BancBoston Leasing Inc.

By [Signature]
Title Vice President**LESSEE:**Helm Financial CorporationBy [Signature]
Title President

**BancBoston Leasing**

A BANK OF BOSTON company

EXHIBIT A**STIPULATED LOSS VALUES**

With reference to the Rider No 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 8, Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

STIPULATED LOSS PAYMENT DATE	PERCENTAGE	STIPULATED LOSS PAYMENT DATE	PERCENTAGE
01-Apr-93	104.2816	01-Oct-95	76.2204
01-May-93	103.4285	01-Nov-95	75.1994
01-Jun-93	102.5698	01-Dec-95	74.1736
01-Jul-93	101.7059	01-Jan-96	73.1429
01-Aug-93	100.8370	01-Feb-96	72.1073
01-Sep-93	99.9625	01-Mar-96	71.0669
01-Oct-93	99.0829	01-Apr-96	70.0242
01-Nov-93	98.1982	01-May-96	68.9766
01-Dec-93	97.3079	01-Jun-96	67.9268
01-Jan-94	96.4125	01-Jul-96	66.8722
01-Feb-94	95.5121	01-Aug-96	65.8130
01-Mar-94	94.6063	01-Sep-96	64.7515
01-Apr-94	93.6921	01-Oct-96	63.6854
01-May-94	92.7728	01-Nov-96	62.6146
01-Jun-94	91.8451	01-Dec-96	61.5417
01-Jul-94	90.9123	01-Jan-97	60.4642
01-Aug-94	89.9744	01-Feb-97	59.3823
01-Sep-94	89.0281	01-Mar-97	58.2968
01-Oct-94	88.0767	01-Apr-97	57.2112
01-Nov-94	87.1203	01-May-97	56.1211
01-Dec-94	86.1555	01-Jun-97	55.0308
01-Jan-95	85.1856	01-Jul-97	53.9361
01-Feb-95	84.2108	01-Aug-97	52.8372
01-Mar-95	83.2294	01-Sep-97	51.7382
01-Apr-95	82.2430	01-Oct-97	50.6349
01-May-95	81.2516	01-Nov-97	49.5275
01-Jun-95	80.2552	01-Dec-97	48.4201
01-Jul-95	79.2539	01-Jan-98	47.3086
01-Aug-95	78.2477	01-Feb-98	46.1931
01-Sep-95	77.2365	01-Mar-98	45.0754

BancBoston Leasing Inc.By: Title: **Helm Financial Corporation**By: Title: President

**BancBoston Leasing**

A BANK OF BOSTON COMPANY

EXHIBIT A**STIPULATED LOSS VALUES**

With reference to the Rider No. 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 8, Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>	<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>
01-Apr-98	43.9579		
01-May-98	42.8365		
01-Jun-98	41.7155		
01-Jul-98	40.5907		
01-Aug-98	39.4621		
01-Sep-98	38.3340		
01-Oct-98	37.2023		
01-Nov-98	36.0670		
01-Dec-98	34.9324		
01-Jan-99	33.7943		
01-Feb-99	32.6528		
01-Mar-99	31.5098		
01-Apr-99	30.3678		
01-May-99	29.2225		
01-Jun-99	28.0783		
01-Jul-99	26.9311		
01-Aug-99	25.7808		
01-Sep-99	24.6318		
01-Oct-99	23.4800		
01-Nov-99	22.3254		
01-Dec-99	21.1723		
01-Jan-2000	20.0000		

BancBoston Leasing Inc.

By: 

Title: _____

Helm Financial Corporation

By: Title: President

EXHIBIT A
SCHEDULE #8

- (3) 4000 cubic foot capacity covered hopper railcars
(32) 4600 cubic foot capacity (or greater) covered hopper railcars

SIRX460148
SIRX460137
SIRX460140
SIRX460141
SIRX460116
SIRX460120
SIRX460147
SIRX460142
SIRX460108
SIRX460117
SIRX460124
SIRX460130
SIRX460099
SIRX460118
SIRX460104
SIRX460105
SIRX460109
SIRX460111
SIRX460126
SIRX460143
SIRX460098
SIRX460106
SIRX400023
SIRX460025
SIRX460028
SIRX460027
SIRX460024
SIRX460023
SIRX460034
SIRX460026
SIRX460020
SIRX460021
SIRX460022

SIRX400016
SIRX400018

Helm Financial Corporation

By: 

BancBoston Leasing Inc.

By: 



BancBoston Leasing

a BANK OF BOSTON company

EXHIBIT B

CERTIFICATE OF ACCEPTANCE

To: BancBoston Leasing Inc.
100 Federal Street
Boston, Massachusetts 02110

Pursuant to the MASTER LEASE AGREEMENT dated as of November 17, 19 92 (the "Lease Agreement") between BancBoston Leasing Inc. (the "Lessor") and the undersigned (the "Lessee"), the equipment described on Equipment Schedule No. 8 (the "Equipment") has been delivered to the location set forth in such Equipment Schedule, has been tested and inspected by Lessee, and has been found to be in good repair and working order.

The Equipment has been accepted and placed in service by Lessee for all purposes under the Lease Agreement on March 9, 19 93 (the "Commencement Date").

Lessee represents, warrants and covenants that: (a) as of the Commencement Date, all representations set forth in Section 18 of the Lease Agreement apply to the Equipment accepted hereunder; (b) in the event of a sale and leaseback of the Equipment, neither Lessee nor any member of its Affiliated Group as defined in the Lease Agreement has made or will make any election under the Internal Revenue Code of 1986, as amended (the "Code") affecting the depreciation of the Equipment or of any class of property which would apply to the Equipment after the sale of the Equipment to Lessor by Lessee; (c) in the event of a sale and leaseback of the Equipment, the Equipment will not constitute property placed in service in a churning transaction within the meaning of Section 168(f)(5) of the Code; (d) neither Lessee nor any member of its Affiliated Group filing a consolidated Federal income tax return will take any deduction for recovery of the cost of the Equipment; (e) the Equipment has been placed in service under the Lease Agreement on the Commencement Date; and (f) neither Lessee nor any member of its Affiliated Group has any investment in the cost of the Equipment.

The execution of this Certificate of Acceptance by Lessee shall not be construed, in any way, to release or to waive the obligations of any manufacturer or supplier for any warranties with respect to the Equipment.

This Certificate of Acceptance applicable to Equipment Schedule No. 8 shall constitute a part of the Lease Agreement.

IN WITNESS WHEREOF Lessee, by its duly authorized officer or agent, has executed and delivered this Certificate of Acceptance which is intended to take effect as a sealed instrument.

Helm Financial Corporation

By [Signature]

Title

President



BancBoston Leasing

a BANK OF BOSTON company

EXHIBIT A

EQUIPMENT SCHEDULE NO. 10

This Equipment Schedule No. 10 is hereby made a part of the MASTER LEASE AGREEMENT dated as of November 17, 19 92 between BancBoston Leasing Inc., as Lessor, and Helm Financial Corporation, as Lessee.

1. EQUIPMENT DESCRIPTION (including quantity, model/feature, identification and/or serial number):

Refurbishing for railcars:

(3) 4000 cubic foot capacity covered hopper railcars

(16) 4600 cubic foot capacity (or greater) covered hopper railcars

See attached Exhibit A for car number detail

For purpose of Section 13 of Master Lease Agreement dated November 17, 1992 it is the intention of both Lessor and Lessee that Equipment Schedule #4 and Equipment Schedule #10 are to be defined as one Equipment Schedule.

2. ACQUISITION COST: \$83,091.13

3. LEASE TERM: 80 months

4. MONTHLY RENT: \$1,223.93 ☒ in advance / ☐ in arrears

5. RECOVERY PERIOD: 7 Years

6. INSTALLATION SITE: 1 Mark Twain Plaza #225

Address

Edwardsville

City

Madison

County

Illinois

State

62025

Zip Code

LESSOR:

BancBoston Leasing Inc.

By [Signature]

Title [Signature]

LESSEE:

Helm Financial Corporation

By [Signature]

Title PRESIDENT

EXHIBIT A
Schedule #10

Refurbishing for railcars

(3) 4000 cubic foot capacity covered hopper railcars

(16) 4600 cubic foot capacity (or greater) covered hopper railcars.

SIRX460101
SIRX460103
SIRX460107
SIRX460114
SIRX460115
SIRX460127
SIRX460129
SIRX460133
SIRX460134
SIRX460136
SIRX470094
SIRX400019
SIRX400021
SIRX400062
SIRX460029
SIRX460030
SIRX460031
SIRX460032
SIRX460033

Helm Financial Corporation

By: 

BancBoston Leasing Inc.

By: 



BancBoston Leasing

A BANK OF BOSTON company

EXHIBIT A

STIPULATED LOSS VALUES

With reference to the Rider No. 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 10, Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

<u>STIPULATED LOSS</u> <u>PAYMENT DATE</u>	<u>PERCENTAGE</u>	<u>STIPULATED LOSS</u> <u>PAYMENT DATE</u>	<u>PERCENTAGE</u>
01-May-93	103.8069	01-Nov-95	75.6418
01-Jun-93	102.9563	01-Dec-95	74.6135
01-Jul-93	102.1004	01-Jan-96	73.5799
01-Aug-93	101.2392	01-Feb-96	72.5412
01-Sep-93	100.3710	01-Mar-96	71.4974
01-Oct-93	99.4974	01-Apr-96	70.4511
01-Nov-93	98.6185	01-May-96	69.3997
01-Dec-93	97.7326	01-Jun-96	68.3459
01-Jan-94	96.8414	01-Jul-96	67.2870
01-Feb-94	95.9448	01-Aug-96	66.2231
01-Mar-94	95.0424	01-Sep-96	65.1569
01-Apr-94	94.1312	01-Oct-96	64.0857
01-May-94	93.2147	01-Nov-96	63.0095
01-Jun-94	92.2893	01-Dec-96	61.9311
01-Jul-94	91.3587	01-Jan-97	60.8477
01-Aug-94	90.4227	01-Feb-97	59.7595
01-Sep-94	89.4779	01-Mar-97	58.6676
01-Oct-94	88.5279	01-Apr-97	57.5754
01-Nov-94	87.5725	01-May-97	56.4784
01-Dec-94	86.6083	01-Jun-97	55.3812
01-Jan-95	85.6388	01-Jul-97	54.2792
01-Feb-95	84.6641	01-Aug-97	53.1726
01-Mar-95	83.6825	01-Sep-97	52.0659
01-Apr-95	82.6957	01-Oct-97	50.9545
01-May-95	81.7036	01-Nov-97	49.8387
01-Jun-95	80.7064	01-Dec-97	48.7228
01-Jul-95	79.7038	01-Jan-98	47.6024
01-Aug-95	78.6961	01-Feb-98	46.4776
01-Sep-95	77.6832	01-Mar-98	45.3505
01-Oct-95	76.6651	01-Apr-98	44.2235

BancBoston Leasing Inc.

By: 

Title: 

Helm Financial Corporation

By: 

Title: PRESIDENT

**BancBoston Leasing**

A BANK OF BOSTON COMPANY

EXHIBIT A**STIPULATED LOSS VALUES**

With reference to the Rider No. 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 10, Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>	<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>
01-May-98	43.0922		
01-Jun-98	41.9611		
01-Jul-98	40.8259		
01-Aug-98	39.6866		
01-Sep-98	38.5477		
01-Oct-98	37.4048		
01-Nov-98	36.2579		
01-Dec-98	35.1116		
01-Jan-99	33.9614		
01-Feb-99	32.8075		
01-Mar-99	31.6518		
01-Apr-99	30.4970		
01-May-99	29.3385		
01-Jun-99	28.1810		
01-Jul-99	27.0200		
01-Aug-99	25.8557		
01-Sep-99	24.6925		
01-Oct-99	23.5261		
01-Nov-99	22.3565		
01-Dec-99	21.1883		
01-Jan-2000	20.0000		

BancBoston Leasing Inc.

By: [Signature]Title: [Signature]

Helm Financial Corporation

By: [Signature]Title: PRESIDENT



BancBoston Leasing

a BANK OF BOSTON company

EXHIBIT B

CERTIFICATE OF ACCEPTANCE

To: BancBoston Leasing Inc.
100 Federal Street
Boston, Massachusetts 02110

Pursuant to the MASTER LEASE AGREEMENT dated as of November 17, 1992 (the "Lease Agreement") between BancBoston Leasing Inc. (the "Lessor") and the undersigned (the "Lessee"), the equipment described on Equipment Schedule No. 10 (the "Equipment") has been delivered to the location set forth in such Equipment Schedule, has been tested and inspected by Lessee, and has been found to be in good repair and working order.

The Equipment has been accepted and placed in service by Lessee for all purposes under the Lease Agreement on April 9, 1993 (the "Commencement Date").

Lessee represents, warrants and covenants that: (a) as of the Commencement Date, all representations set forth in Section 18 of the Lease Agreement apply to the Equipment accepted hereunder; (b) in the event of a sale and leaseback of the Equipment, neither Lessee nor any member of its Affiliated Group as defined in the Lease Agreement has made or will make any election under the Internal Revenue Code of 1986, as amended (the "Code") affecting the depreciation of the Equipment or of any class of property which would apply to the Equipment after the sale of the Equipment to Lessor by Lessee; (c) in the event of a sale and leaseback of the Equipment, the Equipment will not constitute property placed in service in a churning transaction within the meaning of Section 168(f)(5) of the Code; (d) neither Lessee nor any member of its Affiliated Group filing a consolidated Federal income tax return will take any deduction for recovery of the cost of the Equipment; (e) the Equipment has been placed in service under the Lease Agreement on the Commencement Date; and (f) neither Lessee nor any member of its Affiliated Group has any investment in the cost of the Equipment.

The execution of this Certificate of Acceptance by Lessee shall not be construed, in any way, to release or to waive the obligations of any manufacturer or supplier for any warranties with respect to the Equipment.

This Certificate of Acceptance applicable to Equipment Schedule No. 10 shall constitute a part of the Lease Agreement.

IN WITNESS WHEREOF Lessee, by its duly authorized officer or agent, has executed and delivered this Certificate of Acceptance which is intended to take effect as a sealed instrument.

Helm Financial Corporation

By

Title

PRESIDENT



BancBoston Leasing

a BANK OF BOSTON company

EXHIBIT A

EQUIPMENT SCHEDULE NO. 12

This Equipment Schedule No. 12 is hereby made a part of the MASTER LEASE AGREEMENT dated as of November 17, 1992 between BancBoston Leasing Inc., as Lessor, and Helm Financial Corporation, as Lessee.

1. EQUIPMENT DESCRIPTION (including quantity, model/feature, identification and/or serial number):

Refurbishing for railcars:

(2) 4600 cubic foot capacity (or greater) covered hopper railcars

Car Number Detail

SIRX460102

SIRX470097

For purpose of Section 13 of Master Lease Agreement dated November 17, 1992 it is the intention of both Lessor and Lessee that Equipment Schedule #4 and Equipment Schedule #12 are to be defined as one Equipment Schedule.

2. ACQUISITION COST: \$7,868.10

3. LEASE TERM: 78 months

4. MONTHLY RENT: \$117.86 ☒ in advance ☐ in arrears

5. RECOVERY PERIOD: 7 Years

6. INSTALLATION SITE: 1 Mark Twain Plaza #225

Address

Edwardsville

Madison

Illinois

62025

City

County

State

Zip Code

LESSOR:

BancBoston Leasing Inc.

By [Signature]

Title [Signature]

LESSEE:

Helm Financial Corporation

By [Signature]

William M. Peterson

Title Executive Vice President

**BancBoston Leasing**

a BANK OF BOSTON company

EXHIBIT A**STIPULATED LOSS VALUES**

With reference to the Rider No. 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 12, Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>	<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>
01-Jul-93	103.9294	01-Feb-96	73.6835
01-Aug-93	103.0540	01-Mar-96	72.6163
01-Sep-93	102.1676	01-Apr-96	71.5465
01-Oct-93	101.2761	01-May-96	70.4718
01-Nov-93	100.3789	01-Jun-96	69.3944
01-Dec-93	99.4712	01-Jul-96	68.3121
01-Jan-94	98.5579	01-Aug-96	67.2245
01-Feb-94	97.6394	01-Sep-96	66.1348
01-Mar-94	96.7141	01-Oct-96	65.0398
01-Apr-94	95.7802	01-Nov-96	63.9400
01-May-94	94.8408	01-Dec-96	62.8380
01-Jun-94	93.8929	01-Jan-97	61.7307
01-Jul-94	92.9393	01-Feb-97	60.6186
01-Aug-94	91.9806	01-Mar-97	59.5029
01-Sep-94	91.0129	01-Apr-97	58.3867
01-Oct-94	90.0401	01-May-97	57.2659
01-Nov-94	89.0618	01-Jun-97	56.1446
01-Dec-94	88.0747	01-Jul-97	55.0188
01-Jan-95	87.0823	01-Aug-97	53.8882
01-Feb-95	86.0846	01-Sep-97	52.7573
01-Mar-95	85.0798	01-Oct-97	51.6219
01-Apr-95	84.0701	01-Nov-97	50.4817
01-May-95	83.0549	01-Dec-97	49.3417
01-Jun-95	82.0347	01-Jan-98	48.1970
01-Jul-95	81.0090	01-Feb-98	47.0479
01-Aug-95	79.9781	01-Mar-98	45.8963
01-Sep-95	78.9420	01-Apr-98	44.7450
01-Oct-95	77.9008	01-May-98	43.5891
01-Nov-95	76.8541	01-Jun-98	42.4338
01-Dec-95	75.8025	01-Jul-98	41.2740
01-Jan-96	74.7457	01-Aug-98	40.1102

BancBoston Leasing Inc.

By: 

Title: _____

Helm Financial Corporation

By: 

William M. Peterson

Title: Executive Vice President

**BancBoston Leasing**

a BANK OF BOSTON company

EXHIBIT A**STIPULATED LOSS VALUES**

With reference to the Rider No. 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 12, Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

**STIPULATED LOSS
PAYMENT DATE****PERCENTAGE****STIPULATED LOSS
PAYMENT DATE****PERCENTAGE**

01-Sep-98	38.9466
01-Oct-98	37.7791
01-Nov-98	36.6074
01-Dec-98	35.4365
01-Jan-99	34.2615
01-Feb-99	33.0828
01-Mar-99	31.9020
01-Apr-99	30.7224
01-May-99	29.5389
01-Jun-99	28.3565
01-Jul-99	27.1706
01-Aug-99	25.9813
01-Sep-99	24.8852
01-Oct-99	23.6559
01-Nov-99	22.4320
01-Dec-99	21.2132
01-Jan-2000	20.0000

BancBoston Leasing Inc.

By: Title: Helm Financial CorporationBy: 

William M. Peterson

Title: Executive Vice President



BancBoston Leasing

a BANK OF BOSTON company

EXHIBIT B

CERTIFICATE OF ACCEPTANCE

To: BancBoston Leasing Inc.
100 Federal Street
Boston, Massachusetts 02110

Pursuant to the MASTER LEASE AGREEMENT dated as of November 17, 19 92 (the "Lease Agreement") between BancBoston Leasing Inc. (the "Lessor") and the undersigned (the "Lessee"), the equipment described on Equipment Schedule No. 12 (the "Equipment") has been delivered to the location set forth in such Equipment Schedule, has been tested and inspected by Lessee, and has been found to be in good repair and working order.

The Equipment has been accepted and placed in service by Lessee for all purposes under the Lease Agreement on July 1, 19 93 (the "Commencement Date").

Lessee represents, warrants and covenants that: (a) as of the Commencement Date, all representations set forth in Section 18 of the Lease Agreement apply to the Equipment accepted hereunder; (b) in the event of a sale and leaseback of the Equipment, neither Lessee nor any member of its Affiliated Group as defined in the Lease Agreement has made or will make any election under the Internal Revenue Code of 1986, as amended (the "Code") affecting the depreciation of the Equipment or of any class of property which would apply to the Equipment after the sale of the Equipment to Lessor by Lessee; (c) in the event of a sale and leaseback of the Equipment, the Equipment will not constitute property placed in service in a churning transaction within the meaning of Section 168(f)(5) of the Code; (d) neither Lessee nor any member of its Affiliated Group filing a consolidated Federal income tax return will take any deduction for recovery of the cost of the Equipment; (e) the Equipment has been placed in service under the Lease Agreement on the Commencement Date; and (f) neither Lessee nor any member of its Affiliated Group has any investment in the cost of the Equipment.

The execution of this Certificate of Acceptance by Lessee shall not be construed, in any way, to release or to waive the obligations of any manufacturer or supplier for any warranties with respect to the Equipment.

This Certificate of Acceptance applicable to Equipment Schedule No. 12 shall constitute a part of the Lease Agreement.

IN WITNESS WHEREOF Lessee, by its duly authorized officer or agent, has executed and delivered this Certificate of Acceptance which is intended to take effect as a sealed instrument.

Helm Financial Corporation

By William M. Peterson
William M. Peterson

Title Executive Vice President

**BancBoston Leasing**

A BANK OF BOSTON company

EXHIBIT A

EQUIPMENT SCHEDULE NO. 14

This Equipment Schedule No. 14 is hereby made a part of the MASTER LEASE AGREEMENT dated as of November 17, 1992 between BancBoston Leasing Inc., as Lessor, and Helm Financial Corporation, as Lessee.

1. EQUIPMENT DESCRIPTION (including quantity, model/feature, identification and/or serial number):

Refurbishing for railcars:

- (5) 4000 cubic foot capacity covered hopper railcars
(1) 4600 cubic foot capacity (or greater) covered

Car Number Detail

SIRX400031
SIRX400037
SIRX400041
SIRX400042
SIRX400044
SIRX460145

For purpose of Section 13 of Master Lease Agreement dated November 17, 1992 it is the intention of both Lessor and Lessee that Equipment Schedule #4 and Equipment Schedule #14 are to be defined as one Equipment Schedule.

2. ACQUISITION COST: \$35,404.14

3. LEASE TERM: 76 months

4. MONTHLY RENT: \$535.31 ☐ in advance ☒ in arrears

5. RECOVERY PERIOD: 7 Years

6. INSTALLATION SITE: 1 Mark Twain Plaza #225

Address

<u>Edwardsville</u>	<u>Madison</u>	<u>Illinois</u>	<u>62025</u>
City	County	State	Zip Code

LESSOR:

BancBoston Leasing Inc.

By [Signature]Title Vice President

LESSEE:

Helm Financial Corporation

By [Signature]Title President

**BancBoston Leasing**

A BANK OF BOSTON company

EXHIBIT A**STIPULATED LOSS VALUES**

With reference to the Rider No 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 14, Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>	<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>
01-Sep-93	103.5297	01-Mar-96	73.0335
01-Oct-93	102.6049	01-Apr-96	71.9383
01-Nov-93	101.6751	01-May-96	70.8385
01-Dec-93	100.7319	01-Jun-96	69.7367
01-Jan-94	99.7836	01-Jul-96	68.6303
01-Feb-94	98.8301	01-Aug-96	67.5193
01-Mar-94	97.8696	01-Sep-96	66.4066
01-Apr-94	96.9008	01-Oct-96	65.2894
01-May-94	95.9269	01-Nov-96	64.1677
01-Jun-94	94.9446	01-Dec-96	63.0443
01-Jul-94	93.9572	01-Jan-97	61.9166
01-Aug-94	92.9647	01-Feb-97	60.7845
01-Sep-94	91.9639	01-Mar-97	59.6493
01-Oct-94	90.9581	01-Apr-97	58.5145
01-Nov-94	89.9471	01-May-97	57.3754
01-Dec-94	88.9279	01-Jun-97	56.2369
01-Jan-95	87.9036	01-Jul-97	55.0941
01-Feb-95	86.8742	01-Aug-97	53.9474
01-Mar-95	85.8384	01-Sep-97	52.8013
01-Apr-95	84.7979	01-Oct-97	51.6512
01-May-95	83.7524	01-Nov-97	50.4973
01-Jun-95	82.7022	01-Dec-97	49.3441
01-Jul-95	81.6471	01-Jan-98	48.1872
01-Aug-95	80.5870	01-Feb-98	47.0267
01-Sep-95	79.5223	01-Mar-98	45.8645
01-Oct-95	78.4527	01-Apr-98	44.7034
01-Nov-95	77.3782	01-May-98	43.5388
01-Dec-95	76.2992	01-Jun-98	42.3754
01-Jan-96	75.2154	01-Jul-98	41.2087
01-Feb-96	74.1268	01-Aug-98	40.0388

BancBoston Leasing Inc.

By: Title: Vice President

Helm Financial Corporation

By: Title: President

**BancBoston Leasing**

A BANK OF BOSTON company

EXHIBIT A**STIPULATED LOSS VALUES**

With reference to the Rider No 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 14, Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

<u>STIPULATED LOSS</u> <u>PAYMENT DATE</u>	<u>PERCENTAGE</u>	<u>STIPULATED LOSS</u> <u>PAYMENT DATE</u>	<u>PERCENTAGE</u>
01-Sep-98	38.8702		
01-Oct-98	37.6985		
01-Nov-98	36.5239		
01-Dec-98	35.3509		
01-Jan-99	34.1751		
01-Feb-99	32.9966		
01-Mar-99	31.8174		
01-Apr-99	30.6402		
01-May-99	29.4606		
01-Jun-99	28.2831		
01-Jul-99	27.1035		
01-Aug-99	25.9216		
01-Sep-99	24.7423		
01-Oct-99	23.5610		
01-Nov-99	22.3780		
01-Dec-99	21.1977		
01-Jan-00	20.0000		

BancBoston Leasing Inc.

By: Title: 

Helm Financial Corporation

By: Title: President



BancBoston Leasing

a BANK OF BOSTON company

EXHIBIT B

CERTIFICATE OF ACCEPTANCE

To: BancBoston Leasing Inc.
100 Federal Street
Boston, Massachusetts 02110

Pursuant to the MASTER LEASE AGREEMENT dated as of November 17
1992 (the "Lease Agreement") between BancBoston Leasing Inc. (the "Lessor") and the undersigned
(the "Lessee"), the equipment described on Equipment Schedule No. 14 (the "Equipment")
has been delivered to the location set forth in such Equipment Schedule, has been tested and inspected
by Lessee, and has been found to be in good repair and working order.

The Equipment has been accepted and placed in service by Lessee for all purposes under the
Lease Agreement on September 1, 1993 (the "Commencement Date").

Lessee represents, warrants and covenants that: (a) as of the Commencement Date, all representations set forth in Section 18 of the Lease Agreement apply to the Equipment accepted hereunder; (b) in the event of a sale and leaseback of the Equipment, neither Lessee nor any member of its Affiliated Group as defined in the Lease Agreement has made or will make any election under the Internal Revenue Code of 1986, as amended (the "Code") affecting the depreciation of the Equipment or of any class of property which would apply to the Equipment after the sale of the Equipment to Lessor by Lessee; (c) in the event of a sale and leaseback of the Equipment, the Equipment will not constitute property placed in service in a churning transaction within the meaning of Section 168(f)(5) of the Code; (d) neither Lessee nor any member of its Affiliated Group filing a consolidated Federal income tax return will take any deduction for recovery of the cost of the Equipment; (e) the Equipment has been placed in service under the Lease Agreement on the Commencement Date; and (f) neither Lessee nor any member of its Affiliated Group has any investment in the cost of the Equipment.

The execution of this Certificate of Acceptance by Lessee shall not be construed, in any way, to release or to waive the obligations of any manufacturer or supplier for any warranties with respect to the Equipment.

This Certificate of Acceptance applicable to Equipment Schedule No. 14 shall constitute a part of the Lease Agreement.

IN WITNESS WHEREOF Lessee, by its duly authorized officer or agent, has executed and delivered this Certificate of Acceptance which is intended to take effect as a sealed instrument.

Helm Financial Corporation

By [Signature]

Title President

I hereby certify that the attached document is a true copy of the original document.

Margaret A. Besselmay
Notary Public

My Commission Expires: ~~MY~~ COMMISSION EXPIRES AUG. 1, 1997